

AGENDA ITEM SUMMARY

Agenda Item #:

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract #

Contract with: Beyer Funeral Home

Effective Date: October 1, 2005

Expiration Date: September 30, 2006

Contract Purpose/Description: Lease of premises for use as Medical Examiner facilities

Contract Manager: James R. Paros
(Name)

6002
(Ext.)

Public Safety – Stop 15
(Department)

for BOCC meeting on August 17, 2005

Agenda Deadline: August 2, 2005

CONTRACT COSTS

FY 2006

Total Dollar Value of Contract: \$2,580.00 yr. Current Year Portion: \$2,580.00 yr.

Budgeted? Yes ☐ No ☒ Account Codes: 68000-530440 - -

Grant: \$ _____

County Match: \$	-	-	-	-
------------------	---	---	---	---

ADDITIONAL COSTS

Estimated Ongoing Costs: \$_____/yr For: _____

(Not included in dollar value above) (eg, maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	7/2/05	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	[Signature]	8/3/05
Risk Management	7-25-05	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	M. Slank	7-25-05
O.M.B./Purchasing	7-6-05	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Salvatore Spella	7/22/05
County Attorney	7-22-05	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	S. Huth	7/27/05
Comments:				

**RENEWAL AGREEMENT FOR LEASE OF
MEDICAL EXAMINER FACILITIES**

THIS AGREEMENT is made and entered into this _____ day of _____, 2005, between the COUNTY OF MONROE and BEYER FUNERAL HOME in order to renew the agreement between the parties dated August 18, 2004.

1. In accordance with Section 3 of the agreement, the County hereby exercises its option to renew the Agreement for an additional one year term, beginning October 1, 2005. The prices stated in the August 18, 2004 agreement are the prices for the renewal term.
2. In all other respects, the agreement between the parties dated August 18, 2004 remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

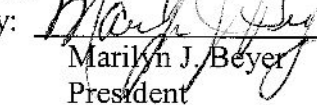
Mayor/Chairman

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

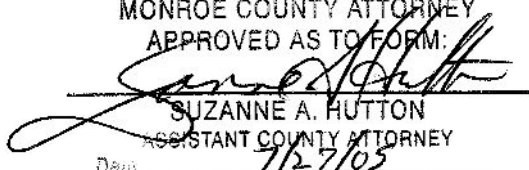
By: _____
Deputy Clerk

BEYER FUNERAL HOME

By: 
Marilyn J. Beyer
President

MONROE COUNTY ATTORNEY

APPROVED AS TO FORM:


SUZANNE A. HUTTON

ASSISTANT COUNTY ATTORNEY

Date: 7/27/05

LEASE AGREEMENT

THIS LEASE is made and entered into this 18th day of August, 2004, by BEYER FUNERAL HOME, 101640 Overseas Highway, Key Largo, Florida 33037, hereafter LESSOR, and Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, hereafter COUNTY.

WHEREAS, LESSOR is the sole owner of the premises described in this lease; and

WHEREAS, the COUNTY desires to lease premises for use as a Medical Examiners facilities; now, therefore

IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

Section 1. LESSOR leases to the COUNTY refrigeration and operating facilities at 101640 Overseas Highway, Key Largo, Florida.

Section 2. The COUNTY shall use the premises solely for functions of the Medical Examiner's Office.

Section 3. The term of this lease is for one year, commencing October 1, 2004 and ending September 30, 2005. The County may exercise an option to renew this lease for one additional year under the same terms and conditions by providing to Lessor at least sixty days prior to the expiration of the agreement written notice of the exercise of option.

Either party may terminate this Agreement without cause by giving sixty (60) days written notice to the other indicating its desire to terminate same.

Section 4. The total rental due for the premises for the first year period is \$2,580.00, payable monthly as follows:

a) Beyer's Funeral Home Facility at \$215.00 per month, which includes refrigeration and use of the facilities for autopsies and post mortem examinations.

The LESSOR shall submit monthly invoices to Monroe County Public Safety Division, 9400 Overseas Highway, Suite 200, Marathon, Florida 33050 for processing.

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the BOCC.

Section 5. The COUNTY shall be responsible for providing all equipment needed to carry out the functions of the Medical Examiner.

Section 6. All utility and normal refuse services shall be supplied by LESSOR, with the exception of biohazardous waste, which is under the jurisdiction of the Office of the Medical Examiner.

Section 7. The COUNTY may not assign, sublease, pledge, mortgage or hypothecate this lease or any interest that the COUNTY has under this lease without the permission of the LESSOR.

Section 8. The COUNTY is liable for and must fully defend, release, discharge, indemnify and hold harmless the LESSOR from and against any and all claims, demands, causes of action, losses, costs and expenses of whatever type - including investigation and witness costs and expenses and attorney's fees and costs - that arise out of or are attributable to the COUNTY'S operations at the premises, excluding those claims, demands, damages, liabilities, actions, causes of action, losses, costs and expenses that are the result of the sole negligence of the LESSOR, pursuant to the terms and conditions of Florida Statutes §768.28.

Section 9. The LESSOR for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that no person on the grounds of race, color, or national origin shall be discriminated against by LESSOR in the provision of services or employment or other applicable requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation Subtitle A, Office of the Secretary, Part 21, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of the above nondiscrimination covenants, the County shall have the right to terminate this agreement as if said agreement had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed including exercise or expiration of appeal rights.


Section 10. This lease agreement is governed by the laws of the State of Florida. Venue for any litigation arising under this lease agreement must be in a court of competent jurisdiction in Monroe County, Florida.

(Seal)

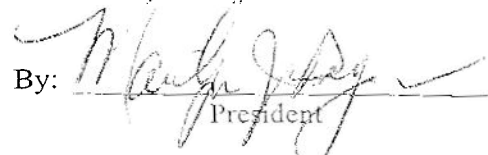
ATTEST: DANNY KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: 
Deputy Clerk

By: 
Mayor/Chairman

BEYER FUNERAL HOME

By: 
President


6/25/04

**LOBBYING AND CONFLICT OF INTEREST CLAUSE
SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA**

ETHICS CLAUSE

46 Boys Funeral Home warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

Marilyn J. Beyer
(signature)
Date: July 23, 2004

STATE OF Florida
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

MARILYN J. Beyer who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 23 day of JULY, 2004.

C. William Langstaff
NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4

